



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

May 30, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

TRASH-FREE CHANNEL AT VARIOUS FLOOD CONTROL FACILITIES ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award contracts for "Trash-Free Channel East Area" and "Trash-Free Channel South Area" to The Resource Collection, Inc., located in Hawthorne, California, and "Trash-Free Channel West Area" to Woods Maintenance Services, Inc., d.b.a., Graffiti Control Systems, located in North Hollywood, California, effective upon Board approval through December 31, 2002, with two renewal options for the periods of April 1, 2003, through December 31, 2003, and April 1, 2004, through December 31, 2004.
3. Instruct the Chairman to sign these contracts.
4. Authorize the contractors to proceed in accordance with each contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber annual amounts for the East and South areas not to exceed \$100,800 per area and for the West area not to exceed \$175,500. These amounts are based on the contractors' prices to perform the requested work.

6. Delegate authority to the Director of Public Works to renew these contracts for the two renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to have your Board approve contracts which will provide for the removal of trash and debris, as needed, from various flood control channels in the Flood Control District's East, South, and West maintenance areas during the period of nine months of each year. These contracts are designed to remove trash as quickly and as often as necessary to keep the channels clean to help meet the goals of the Trash Total Maximum Daily Loads (TMDL) for the Los Angeles River and Ballona Creek set by the Regional Water Quality Control Board and maintain our compliance with the County's NPDES Permit.

These trash and debris removal contracts are another strategy that will be evaluated along with other trash removal devices that Public Works is installing in our effort to meet trash TMDLs.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These contracts will improve internal operations through the utilization of these contractors' expertise to effectively provide these services in a timely and effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The total annual cost of these contracts is \$377,100 (\$100,800 each for the East and South areas and \$175,500 for the West area). These amounts represent the contractors' costs to perform the requested work.

These contracts will commence upon Board approval through December 31, 2002, with two renewal options for the periods of April 1, 2003, through December 31, 2003, and April 1, 2004, through December 31, 2004. With the Board's delegated authority, the Director may renew these contracts for the two renewal periods. One or all of these contracts may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor(s).

Funds are available in the Flood Control District's 2001-02 budget to cover the cost of these contracts. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These contracts have been properly executed by the contractors and approved by County Counsel as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for non-Proposition A services, as these services are required on a part-time and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, these trash and debris removal services are categorically exempt as specified in Class 1 (e), (f), and (o) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On December 31, 2001, Public Works solicited proposals from 497 independent contractors and community business organizations to accomplish these services. Also, notice of proposal availability was placed on the County's bid website and an advertisement was placed in the Los Angeles Times.

On January 28, 2002, twelve proposals each were received for trash and debris removal services in the East and West areas and ten proposals were received for the South area. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals. Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the Request for Proposals document which included proposed fee, work plan of action/approach, references, experience, and capability. Based on these evaluations, it is recommended that the East and South area contracts be awarded to the lowest cost proposer, The Resource Collection, Inc., located in Hawthorne, California. It is

recommended the West area contract be awarded to the most responsive proposer, Woods Maintenance Services, Inc., d.b.a., Graffiti Control Systems, located in North Hollywood, California. Although Woods Maintenance Services, Inc., did not submit the lowest cost proposal for the West area, their work plan/approach was more innovative than low bid and warrants an opportunity for implementation to determine its effectiveness in removing debris from the channels.

Enclosure A reflects each of the proposer's minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, contractor notifying their current and new employees regarding the Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received the contractors' Principal Owners Information Form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability Insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance have been obtained from each contractor.

As requested by your Board, the contractors have submitted safety records which, in our opinion, reflects that the activities conducted by the contractors in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services which will exceed these contracts' approved amounts, scopes of work, and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not affect County personnel, as these services are required on a part-time and intermittent basis.

The Honorable Board of Supervisors
May 30, 2002
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CONCLUSION

Please have the originals of these contracts and one copy signed by the Chairman. Please return the signed copies for the contractors to Public Works, together with the conformed copies for Public Works' files. The fully executed originals should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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cc: Chief Administrative Office
County Counsel

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THIS AGREEMENT, made and entered into as of this _____day of _____, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

THE RESOURCE COLLECTION, INCORPORATED, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 28th day of January 2002, hereby agrees to remove trash and debris from various flood control channels in the Department's East Maintenance Area, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Trash-Free Channel East Area."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, an annual amount not to exceed \$100,800, or such greater sum as the Board may approve.

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FOURTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____

THE RESOURCE COLLECTION,
INCORPORATED

By _____
Its President

By _____
Its Secretary

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BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

WOODS MAINTENANCE SERVICES, INCORPORATED, d.b.a., GRAFFITI CONTROL SYSTEMS, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 28th day of January 2002, hereby agrees to remove trash and debris from various flood control channels in the Department's West Maintenance Area, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Trash-Free Channel West Area."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

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County Counsel

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AND

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WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 28th day of January 2002, hereby agrees to remove trash and debris from various flood control channels in the Department's South Maintenance Area, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Trash-Free Channel South Area."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

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LLOYD W. PELLMAN
County Counsel

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THE RESOURCE COLLECTION,
INCORPORATED

By _____
Its President

By _____
Its Secretary